

The true state of foure seuerall Suites: } *John Wrenham pl.* } in Chan-
the first whereof was betweene } *Edward Fisher def.* } cerie.

Wrenham
Fisher

I OHN WRENHAM father of the Plaintife being employed by the late Countesse of Southhampton to put to sale for her diuerse Leases of houses and lands in Essex, Norfolk, and else-where, made offer of the same about 24. yeeres since, vnto the Defendant beeing then a purchaser, but a stranger to the Plaintifes said father.

Philpott Lib.
B & C Instr: 2.

The Defendant did thereupon take paines to see some of those parcels of land in Essex and elsewhere, so offered to be sold, but after conference by him had with the said Countesse, he contracted with her for a concurrent Lease for 60. yeeres, of certaine Lands in Norfolk, to commence in possession after a Lease thereof for 13. yeeres then in being, and paid her for the same 200. pounds ready money, and tooke an absolute Assignement thereof to his owne vse, and in his owne name, wherunto the said Plaintifes father was a subscribed witness.

Idem
Lib. C Instr: 2.
Purchase
17. Nov. 1596.

About a yeere after this contract, the Defendant came to vnderstand, that the title of this Lease was defective in Lawe (the same beeing a Bishoppes Lease, and made after the Statute, *primo Elizabethæ*) and therefore was desirous to depart therewith, whereupon the Plaintifes father perceiuing the Defendant, in respect of the inualiditie of the title, to make small account of the said Lease, offered to agree with him for the same: so as the Defendant would lend him 150. pounds more then his price thereof, which the Defendant yeelding to doe, it was thereupon agreed betweene them, that for so much money as the said Lease did then stand the Defendant in, and for the said 150. pounds more lent, together with interest vnto the dayes of payment for both summes, amounting in all to 395. pounds, the said Plaintifes father should giue securitie by bond of 600. pounds, with surety for payment thereof vnto the Defendant. And for further performance of the same agreement on the part of the Defendant, there were also at the same time, two short notes in writing, (by way of a *Memorandum* yet extant) deliuered by the one to the other vnder their hands, specifying onely a promise of the Defendants, to assigne the said Lease vnto the Plaintifes father, if payment were made of the said 395. pounds, according to the said Bond of 600. pounds.

Notes of agree-
ment, 12. Sept.
1595.

Barlee
Lib. C Instr: 4.

But the Plaintifes said father making default of payment, preuailed to continue the said agreement for a longer time, at which time also, making the like default of payment, then (notwithstanding the said Lease remained as questionable as before) the said agreement was by consent broken off, and the said Bond of 600. pounds redeliuered to the Plaintifes father, and other securitie taken for the said 150. pounds lent (*vt supra*.) At which time also and shortly after, the Plaintifes father became further indebted to the Defendant for diuerse other summes of money vpon Bonds: But touching the said money, disbursed for the said Lease, there was neuer afterwards any mention made thereof betweene them. And touching the said Bond for the same, it is yet remaining with the plaintife, and by himselfe hath beene produced in Euidence.

Security by
Bond, 12.
Sept. 1600.

After this, the title of this Lease happening to be made good by the Statute of Confirmations, 43. *Eliz.* then would the Plaintifes father himselfe, and diuers other haue bought the same of the Defendant: and amongst them M. Iustice Gaw. *die* offered him 800. pounds for the same, which the Defendant refusing, did afterwards demise the same to one Nicholas Harpley for 21. yeeres, to commence vpon the expiration of the Lease in possession, at 200. pounds rent *per annum*, aboue the Bishops rent, which was the vtmost value the same would then yeeld, the Plaintifes said father being himselfe then a meanes, that the said Harpley became Tenant to the Defendant at that rate.

Defendant
In his Answ. &
Reason
Lib. C Instr: 6.
Harpley
In his Answ. i
Harpleys Lease
2. Feb. 1605.

The Defendant hauing made this particular estate to Harpley, endeauoured to sell his interest in the whole Lease, which M. Alderman *Barham* of London might then haue bought of him for 1500. pounds, but he refused to giue so much, for that (as he thought) the land was vndermined by Harpley, and would not hold at so high a rate. 700. afterwards the Defendant sold his said Interest to one Thomas Fisher for 1700. pounds. After all which, the Plaintifes father died, and then the Plaintife finding the note of agreement and Bond aforesaid, amongst his fathers writings, plotted (as it seemeth) how to make vse of them, different from their true meaning, and thereupon as his Administrator exhibited his Bill, pretending that the Defendant had bought the said Lease in trust, to the vse of his said father, who was neuer knowne to claime the said Lease in trust of the Defendant at any time during his life, and yet knew that the Defendant did oftentimes offer the same to sale, and did lease the same in his owne name, reseruing the rent to his owne vse, as aforesaid.

In his Answere.
** He is living.*
Tho. Fish. pur.
10. March
1605.

The Defendant in his answere vpon oath, denied the trust, and made knowne the agreement, and dissolution thereof, and Lease and sale aforesaid. And also exhibited his Bill against the said *Wrenham* the sonne for 1800. pounds principall debt besides damages, due from the said *Wrenham* the father, by seuerall Bonds long forborne.

BILL 1.
20. Iun. 1606.
Answ: 20. Iun.
supra.

These causes proceeding to issue, the Plaintife shunning the regular course of the Court in the examination of his witnesses, examined them by Commission in a Tauerne in S. *Sepulchres* parish (all of them beeing inhabitants within London) whose Depositions ought therefore to haue beene suppressed, but the Defendant afterwards examining the same witnesses in Court, thereby discovered diuerse falsities, contrarieties and differences in their seuerall Depositions. And as vnto the Plaintifes proofes, in and by the said Depositions, they haue for the matter of them no coherence at all with the Plaintifes charge in his Bill, but rather with the Defendants answere, and the agreement *supra*, as may appear by comparing them together in manner following.

BILL 2.
of Edward
Fisher.
Execu: Commis:
9. Sept. 1606.

1. For first, the Plaintife setteth forth by Bill, that the Defendant at the request of the Plaintifes father, tooke the Lease in his owne name in trust to the vse of his father, and a Bond of 600. pounds from his father, and one *Philpott* for the payment of the said 200. pounds, disbursed for the said Lease, and for more money amounting in the whole to 395. pounds. In prooffe whereof he produceth onely the said *Philpott*, who deposeth: 1. That he himselfe was the onely meanes to procure the Defendant to lay downe the money to buy the same Lease: *Ergo* it was not at the Plaintifes fathers request, *prout in Bills*. 2. That the consideration why the money was disbursed, was vpon securitie and interest for the forbearance. 3. That this money was borrowed vpon securitie giuen by Bond, according to an Agreement formerly made touching the said Lease to bee bought of the said Countesse. All which appeareth most false: 1. For that by other Depositions both of himselfe and of others, and by the charge of the Bill *supra*, it appeareth that the aforesaid securitie taken for the 395. pounds, and the Agreement made about a yeere after the purchase, are both the very same Securitie and Agreement, which this *Philpott* hath thus vntruly sworne to bee equall in time with or before the purchase: for if any other euer hath beene or can be produced, the Plaintife shall yet haue the Land for nothing. 2. This *Philpott* is apparantly false and contrary to himselfe in many of his Depositions: And in the relation of this supposed Trust, in three or foure of his Depositions, he deliuereth as many distinct and seuerall kindes of Trusts: And yet he saith, that he neuer heard the Defendant say, That he did buy the said Lease in trust. 3. The cause of taking the said securitie of the Plaintifes father, did proceed out of the Defendants desire to sell the Lease, which appeareth both by the loane then of more money, *vt supra*, to effect the same, and for that (as the Plaintife saith in his Bill) the Defendant then accounted the Lease not worth sixe pence. 4. The said *Philpott* beeing demanded, who was then

Lib. A 21.
Instr. 2.
Lib. B. Instr: 4.

Barlee Lib. B
Instr: 5.

Lib. B Instr: 9.



then bound for the repayment of the money, disbursed for the Lease at the time when the Defendant bought the same, He saith, that he remembreth neither who was bound, nor the penaltie of the Bond: And being demanded concerning the aforesaid agreement for the Defendants assigning of the Lease vnto the Plaintifes Father, vpon payment of the 395. pounds, for which the said *Philpot* himselfe was bound in the aforesaid Bond of 600. pounds, as it is expressed in the Plaintifes Bill; Thereof also hee saith, that hee is altogether ignorant: Then how can this *Philpot* bee a witnesse of the supposed trust, wherewith the Plaintife chargeth the Defendant in respect of securitie taken for the money, paid for the Lease, and of an agreement thereupon, being so forgetfull and ignorant of both, as he confesseth himselfe to bee. Lastly, this *Philpot* was the Plaintifes sole and onely Deponent for prooffe of the said pretended trust, whose euidence therefore by the rules of the Court should bee of no force, being but *singularis testis*, the rest being all extrajudiciall, speake but onely by heresay: And this *Philpot* also hath confest, that the Plaintifes father did owe vnto him for money and other things 180. pounds, or thereabouts, and that the Plaintife had acknowledged a Iudgement to him for the same, and that the Plaintife said vnto him, that if hee had made an end of this Suite, he should be the better able to make him satisfaction: So as vpon the matter hee deposeth for himselfe, and not long after he fell into the Riuer of *Thames*, and died exceeding poore, and vnable to pay his debts.

Lib. C: Intr. 10.

2 The Plaintife chargeth the Defendant by Bill, that he tooke a Bond of his Father, &c. *vs supra*; And that thereupon the Defendant did promise, that at all times thereafter vpon payment of the said 200. pounds with interest, he would assigne the Lease vnto his Father: But this is most false, for if any such promise bee prooued, or appeareth to haue beene euer made by the Defendant, the Plaintife shall yet also haue the land for nothing.

3 The Plaintife chargeth the Defendant by Bill, that by diuers of his reckonings made with the Plaintifes father vnder the Defendants hand, yet to bee seene, the Defendant demanded interest for the 200. pounds disbursed for the Lease, and for a long season was paid the same by the Plaintifes father: but howfoeuer it may appeare, that during the agreement aforesaid, the Defendant did reckon interest for the said 200. pounds, yet if after the dissolving of the said agreement, the Defendant did so much as demand interest for the 200. pounds, or if then or before, or sithence, there was euer any one pennie payed, to the Defendant of, or for the said 200. pounds, the Plaintife shall yet likewise haue the land for nothing.

M. Scambler of the Inner Temple.

M. Warner of Linne.

4 Albeit the obiections and proofes *supra* (being all in substance, wherewith the Defendant is charged touching the said pretended trust) are fully answered and auoyded as aforesaid, yet in further disproofe thereof, there are diuers yet liuing, of whom some are named in the margin, who can and will iustifie from the Plaintifes fathers owne mouth his disclaime of all interest, or right in this Lease, and his acknowledgment to haue nothing to do therewith, who appeare by their owne worth and reputation, (which none of the Plaintifes witnesses are) free from all suspicion of partialitie.

After witnesses were examined the Plaintifes cause, was first brought to be heard before the L. *Kinlosse* late Master of the Rolles, who forbore to heare the same by reason of an offer then made by the Defendants Councell, without his direction or consent, viz. that if the Defendant might haue all such debts as were due vnto him, by the Plaintifes father with damages, hee would then repurchase the Lease, and assigne the same to the Plaintife: which offer was so made, for that the Plaintife had neither assets, nor was of himselfe able to satisfie the said debts: and therefore they being desperate, and the Defendant hopelesse euer of getting any part of them, the hope by this offer was, that the Defendant might bee freed from further suite, by the abating so much out of them, as the worth of the Land came to, which was farre short of the said debts, and yet the Defendants damage and losse would haue beene, vpon the matter, all one, by reason of the Plaintifes disability for the paiment of the said debts, as aforesaid.

20 of Mai. 5. Jac.

Howfoeuer it was thereupon referred to Sir *John Tyndall*, and Doctor *Hickman* to examine what debts were due by the Plaintifes father to the Defendant: how long the same were forborne, and what they thought fit to be allowed in respect thereof, whereupon the Court would take such order for the Plaintifes paying of the said debts, and for the Defendants assigning of the said Lease as should be meete.

16. 29. 1607.

Afterwards the Plaintife by petition procures Sir *John Tyndall* to be put out of the said Reference, and M. *Thurbie* to be put in his roome. These Masters examining the debts, and certifie them, and the severall Bonds vpon which they were due, in these words (viz.) that they came in all to 1800. pounds, principall debt, and 1200. pounds damages as the Defendant pretended, but auerred by the Plaintife not to be aboue 800. pounds, or 1000. pounds.

Hereupon the Plaintife procures by another petition, another Reference to the same Masters, to heare and end both the matters concerning the trust and debts which depended vpon crosse-Billes according to direction giuen by his Lordship, vnder the said petition, or otherwise to certifie.

16. Dec. 1608.

They certifie in these words, that albeit there appeared vnto them no matter of any reall discharge which the Plaintife could make good of his fathers debts before certified, yet for that the trust was prooued to their owne vnderstanding, and for that it appeared vnto them by the deposition of one witnesse, that the Defendant did once say, that he would discharge all debts betwene him and the Plaintifes father for 1000. pound, and that vpon payment of 800. pound thereof, he would assure the Lease to the Plaintifes father: thereupon they chiefly grounding their opinions (albeit the same witnesse appeared vnto them by his Depositions, to be false and partiall, and that there was no probability of truth in his said testimony, nor any one reason to induce the same, which in iustice is required, in case when bare words shall abridge specialities) they holding the Defendant to the offer aforesaid, made by his councell, thought fit to propound this course; that the Plaintife should pay to the Defendant but 1000. markes, for all his fathers debts, and for the said Lease also, and the Defendant to be ordered to assigne, or procure the same Lease to be assigned vnto the Plaintife, or that els the Defendant should retaine the Lease, and pay the value thereof aboue 1000. markes, if it were sold *bona fide* before suit commenced, which the Defendant did not performe, for that he concealed the same to be vniust and partiall.

29. No. 6. Jac. 30. Jan. 6. Jac.

But the Plaintife taking aduantage of the said report, offers to stand thereunto, and obtaines an order for the Defendant to shew cause, why he should not also accept thereof: Whereupon the Defendant mooues to haue both causes heard in Court, for which purpose a day was then appointed.

DECREE. 20. Iunij 7. Jac.

The causes comming to be heard, his Lordship, before the same were fully opened, mooued the Defendant oftentimes to stand to the said Report of the Masters, whereunto the Defendant vnwillingly yeelding, before any Depositions read, the cause receiued end according to the Report, by which the Defendant was to haue Election either to giue or take: but the Plaintife procures a Decree to be drawne vp, as by consent, cleane contrary, and as if the cause had receiued a full hearing, and for the Defendant to assigne ouer the said Lease to the Plaintife, and the Plaintife to pay 1000. markes to the Defendant without any Election, notwithstanding the Defendant had both Leased the said land at a yearely rent, and sold his whole interest therein long before suite commenced as appeareth.

20. Iann. 7. Jac. 15. Febr. 1609.

Which Decree the Plaintife hauing thus drawne vp, the Defendant informed his Lordship of the misdrawing thereof, contrary to the intent of the Report, and therefore and for other reasons it was ordered, that the said Masters should reheare the cause: But in respect the same was so Decreed with consent of parties as it was drawne vp, they refused to meddle therein.

The Plaintife by this meanes hauing got a Decree for the said Lease without giuing satisfaction to the Defendant of the 1000. markes, did labour to get the possession of the lands, and to auoide the tenants Lease, and obtained an Injunction to the same purpose: But it appearing to the Court that the said Lease was made *bona fide* by the Defendant before suite

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commenced vpon a racke rent, and that the Plaintifes father being a meanes of the tenants taking thereof, did neither then *Harpley in his* nor euer in his hearing make shew of any right vnto the lands. Thereupon was a Writ of Restitution graunted to put him *answ* in possession of his Lease, which afterwards he inioying during his life, was by his Executor sold to one *Henry Spillman K^t*.

Iohn Wrenham Plaintife, Sir Edward Fisher and others, Defendants.

Afterwards the Court finding that the Decree obtained by the Plaintife could not reach *Thomas Fisher*, vnto whom the Defendant had assigned the originall Lease before suite commenced: nor those who claimed vnder his estate; It was ordered that the Plaintife might (if he would) exhibite a new Bill against the said *Thomas Fisher*, Sir *Edw Fisher* and others, who claimed interest from the said *Thomas* in the said Lease, to prooue notice or priuie in them of the trust before the said assignement to the said *Thomas Fisher*; and that in the meane time the possession of the land should remaine as it then was, notwithstanding the said Decree.

Thereupon the Plaintife exhibited his Bill against *Edward Fisher* the said former Defendant, the said *Thomas Fisher*, Sir *Edward Fisher*, *Nicholas Harpley*, and others concerning the notice of the trust. Thereunto the Defendants make their answers, and in them expressly deny their knowledge, or hearesay of the trust, and the said *Thomas Fisher* further sayeth, that his purchase was for the consideration of 1700. pound absolute, and *bona fide* without any condition of reuocation or manner of fraude whatsoever.

The Defendants were afterwards ordered to bring their Assignements into Court to be seene and perused by the Plaintife, which accordingly was done, And afterwards the Defendants were also ordered to bring into Court the witnesses to the said Assignement made to the said *Thomas* to be there examined *viua voce* touching the same, which was also done.

This Examination being put off vnto another day vpon the Plaintifes motion, hee also obtained an order to receaue the halfe yeares rent of the tenant vpon securitie to answer the Court, and the Defendant not to demaunde the said rents, and that Master Seriant *Mounsgue*, and, Master Attourney should mediate an end betweene the parties, so that the Plaintife might be satisfied for the said lands according to the worth thereof, and so the Defendant to hold the land quietly; Which Reference the Defendant refused to yeeld vnto: for note this order for the Plaintife to haue the rent and the full value of the land, was before any proofes taken in this cause.

The witnesses being two to the said Assignement, were afterwards examined, and prooued the sealing of the Lease by *Edward Fisher*, and that the same was by him deliuered for the vse of the said *Thomas Fisher* in their presence: yet in that part of their Euidence, which was matter onely of circumstance, there happened some slight difference, as it should seeme of purpose interrogated to cause the same: howsoeuer there being nothing then done vpon the said examinations, his Lordship (resoluing as it seemeth) that the Defendants should pay for the said Lease, according to the value thereof, notwithstanding the absolute purchase of the said *Thomas Fisher*, who thereby had, & enioyed the same and the rents thereof, vntill his Assignement to the said Sir *Edward Fisher* did then order that the parties should attend Sir *Edward Phillips* the then Master of the Rolles, and Sir *George Carew*, who were to consider of the demaunds and offers on both sides touching the Defendants absolute purchasing of the Lease, as by the last precedent order of *quarto May* was directed, and thereupon end the matter, betweene them (if they could) or certifie their proceedings and opinions thereof.

The Defendant hereupon considering how by the orders of the Court the Plaintife still got from him the whole rent of the land as it grew due, and how the Plaintife also detayned in his hands the whole 2000 Markes due vnto the Defendants father by the Masters Report aforesaid, and was likely to keepe both land and money vnles the defendant would yeeld to some composition with him about the same, which the Defendant had long opposed to his owne great trouble, losse, and expence, but to the Plaintifes benefit, for that hee liued thereby; so that the continuance of this his expence, losse of the Rent of his land, and vse of money, would in short time proue more damageable then the purchase of his peace, Did therefore at the last yeeld to attend the said Referrees, Who refusing to meddle in the cause further then as it stood referred vnto them in respect of the direction of the said Order, did onely labour an Agreement by way of Purchase, betweene the parties which they effected with their consent, and their counsels, as by order appeareth in manner following (*viz.*) That the Defendant should keepe the land and pay for it vnto the Plaintife after the rate of twelue yeares purchase according to the yearly value, as the land was worth to be let at the time of the foresaid Lease made to *Harpley*. And for that it then appeared that 200. pound rent *per Annum* was at the same time referred vpon the said Lease about the Bishops rent, the Defendant was by this agreement to pay for the said land without further Examination after that rate, which came to 2400. pound, whereof the said 2000. Markes should bee accounted as parcell: And that a Commission should bee awarded to examine what the land was worth according to the yearly value at the making of the said Lease to *Harpley*, to the end that if any ouerplus were, it should be answered according to the rate aforesaid.

Both the Plaintife and Defendant in further confirmation of the said agreement, subscribing to the said order, the Defendant thereupon made vp the two thousand markes, two thousand foure hundred pounds, and paid the same vnto the Plaintife, and also ioyned in Commission for the ouervalue aforesaid, which being executed and returned, the Plaintife procures a Certificate onely of his owne Commissioners concerning the same to be also returned, and then the point vndertermined was, whether any ouerplus were found, that the land might be worth about the 200. pound *per Annum*, besides the Bishoppes rent at the time aforesaid, which the Plaintife pretending there was, and moouing to obtaine the same, his Lordship did thereupon referre the hearing and ending thereof vnto the said Master of the Rolles, who hearing the matter, did afterwards collect the proofes on both sides, and then set downe his opinion, and the reasons of his opinion, and thereof made a Certificate affirming that he did not finde any apparant or good ground to warrant any further increase of recompence to be giuen or allowed vnto the Plaintife. The effect of whose Certificate appeareth in the reasons of his opinion, which are as followeth.

- 1 For that he found it prooued that before the Lease made to *Harpley*, the said lands were neuer letten at about the some of 217. pounds 4. shillings 10. pence, either by Iustice *Gaudy*, or any other vnder his title.
- 2 For that *Fisher*, for ought appearing vnto him, made the said Lease to *Harpley* without fine, or other consideration, then the rent of 243. pounds foure shillings ten pence, thereupon referred, whereof the ouerplus about the 200. pounds was the old rent payable to the Bishop.
- 3 For that it is directly deposed, that the rent of 243. pounds 4. shillings 10. pence, was as much as the land was worth at the time of *Harpleys* Lease made vnto him, and that diuers refused to bee his partners therein, for the dearenesse of the bargain, and that it was generally thought, *Harpley* would bee vndone by taking it at so deare a rent, who was then a man of good value, and shortly after died little, or nothing worth.
- 4 For that hee found it plainly prooued, that most part of the said lands were subiect at the time of *Harpleys* Lease, to ouerflowings and drownings for most part of the yeere, and were by his charge and industry much bettered, and improoued by building, drayning, scouring, cutting or cleansing a great Draine or Riuer, and other ditches, and by maintaining the bancks, to his great charge.

The said Sir *Edward Phillips* hauing made the said Certificate, day was giuen for the Plaintife to shew cause why the same should not be decreed, at which time the Plaintife seeking delaies, and the said Sir *Edward Phillips* iustifying in Court, that his Certificate and end made, was rather for the benefit of the Plaintife, then for the Defendant, yet there was no order made therein, but the matter was referred to another day, at his Lordships house, where all the proofes and the



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Certificate of the Master of the Rolles being read, his Lordship disallowed thereof, and thought fit that the Defendant should allow a greater value; which he (rejecting proofes vpon oath) grounded onely vpon the Certificate of the Plaintiffe Commissioners, but referreth the consideration of what further proportion the said Defendant should pay more for the said lands, after twelue yeeres purchase vnto Sir *Le Strange Mordant* the Plaintiffs former Commissioner, and Sir *Henrie Spilman* Knight, who was farmer of the said lands, vpon whose Certificate his Lordship would make an apportionment himselfe or decree the same.

These two Commissioners disagreeing touching the said value, certified apart.

16. Oct. 11. 14. Sir *Henry Spilman* being immediate tenant to the whole land, certifieth what hee made thereof at the time of his Certificate, which was at the vitermost improouement 320. pounds *per annum*, or thereabouts about the old rent, but as touching the point referred vnto him what this land was worth to be let about 18 yeeres before, viz. at the time when *Harpley* tooke his Lease, therein he referreth himselfe to that which hee had formerly deposed, touching the same, which in effect is, that the land was not then so much worth as *Harpley* gaue for it.

Lib. D. intr. 3. 17. Dec. 1613. Sir *Le Strange Mordant* hauing no fellow in his opinion, certifieth the value to be about 388 pounds *per annum*, and to be so much worth yeerely 18 yeeres before, viz. at the time of *Harpleys* Lease. These differing Certificates afterwards coming to be heard, there were many iust exceptions, and apparant falsities objected against the Certificate of Sir *Le Strange*, amongst which, one was, that in this his valuation, there was 68 pounds *per annum*, more then euer the land was let for vpon the racke: Also that he himselfe being a tenant vnder *Harpley* for 170 acres of the best part thereof, gaue for the same, vnder the rate of 9 shillings the acre, and did let part thereof to another without a pennie gaine, who by reason of the hardnesse of the bargain was inforced to giue it vp to him againe, and yet the same land in this his valuation is at 13 shillings 4 pence the acre: Notwithstanding, it was thus ordered at this hearing, that forasmuch as vpon reading of the said Certificates, it appeared that they varie in the value of the said land. This Court therefore thinkes fit that a *medium* should be made betwene both: It is therefore ordered that the Defendants shall betwene this and Saturday

By Sir Henry Spilman's Certificate. 7. July 12. 14. next, giue answer whether they will take the said land at the rate of 340 pounds *per annum*, and pay 12 yeeres purchase for the same, according to the said Decree (meaning the Decree against *Edward Fisher* in the first Suite *vs supra*), and receiue of him backe againe the 2400 pounds, with damages, as the Court shall thinke fit: wherein the Court thinkes fit that the Plaintiffe shall pay damages for part at a low rate, and for the other part at a higher rate.

In which Order there appeareth a wilfull misconstruction of Sir *Henry Spilman's* Certificate, by admitting that to be the value 18. yeeres before, which he certifieth to be but the present value, and by not distinguishing the times, which was the point in question: For the certaintie wherof, the Commission first went forth vpon the end made by the Master of the Rolles. Also by this rate of 340. pounds *per annum*, his Lordship encreaseth 20. pounds Rent *per annum* more then euer the same Land before yeelded at the highest improouement, as appeareth by *S. Henry Spilman supra*.

But as vnto the said choice, for that after his Lordships said rate, the purchase came to 4080. pounds, whereof the Plaintiffe had then receiued 2400. pounds, vpon the Master of the Rolles Order, and 1100. pounds of the Rent of the Land, in all 3500. pounds, the remainder being 580. pounds, the Defendant acquainted his Councell, that he had rather haue his money againe with full dammages, which came to about 3500. pounds, then pay the said remainder, seeing that during *Harpleys* Lease there could be made but 200. pounds *per annum*. Whereupon his Councell moued his Lordship vpon the said choice, that he might haue his money againe with full dammages: but in the very entrance of this motion, his Lordship denied to heare him, and put him off with this answer, viz. If the Defendant would haue his money, let him moue for it the next Tearme, whereof there was an Order drawne vp, but not entred, because the motion and answer were both so imperfect.

3. Nov. 12. 14. Yet thereof the Plaintiffe taking aduantage, made offer in Court before the Defendants second motion, that in regard the Defendant had moued to haue his money againe, he was content, so he might haue the Land to pay the same, with dammages as should be fit, deduction being made to him for the profits of the said Lands, receiued by the Defendants, and such as claime vnder them, and by the same Order a day was giuen to the Defendant to shew cause, wherefore it should not be ordered according to the Plaintiffs motion and offer.

1 The Defendant thereupon informes by motion, that he neuer intended to accept of his money according to his Lordships offer, with high and low damages, nor otherwise then with his full damages, by any motion or choice that euer hee made.

2 That the foresaid Order enioyning him either to pay the value last ordered, or to accept of his 2400. pounds with damages, was without any mention of deductions.

3 That there was no cause of any deduction at all to be made, for that the Plaintiffe had from time to time by the Orders of the Court, receiued the 200. pounds *per annum* Rent, reserued vpon *Harpleys* Lease, aswell before *S. Edward Philips* end made, as after.

4 That the Defendant for peace sake, and to auoid further Suite, would rather yeeld to the value by his Lordshippe set downe, so that either the 2400. pounds with the full damages, or the 2400. pounds, and the Rents receiued by the said Plaintiffe of the said Lands might goe in part thereof. But his Lordship not respecting the end made by consent before Sir *Edward Philips*, nor the Defendants absolute purchase of the said Lands, nor any the offers or reasons aforesaid, Ordered and decreed, according to the Plaintiffs offer in these words: That the Plaintiffe and his Assignes should haue, hold, and quietly enioy the saide Lands, and should receiue and take the Rents and profits thereof, without let or interruption of the Defendants or any of them, and for that purpose the Defendants were also to assigne and set over all their right, title, and interest in the said Lands vnto the Plaintiffe, or his Assignes. And it is also ordered and decreed, That the said Plaintiffe according to his said offer, shall pay vnto the Defendant the said summe of 2400. pounds, with damages as shall be fit, deduction being thereout made vnto him of the profits of the said Lands receiued by the Defendants, and such as claime from them.

DECREE. 14. No: 12. 14. Hereupon the Defendant mouing, that the plaintiffe might not keepe both the defendants money and land, whereof he receiued the Rent by force of the said Decree, and that he might haue his 2400. pounds, with full damages, before he parted with the interest of the Lease, it being the intent of all the former proceedings, that hee should not depart with his Land, but vpon the receipt of his money: It was ordered, that the Plaintiffe should shew cause, wherefore damages should not be set downe to be paid together with the said 2400. pounds as aforesaid.

12. Iun. 13. 14. But vpon cause shoven, his Lordship made a reference to M. *Wolmeridge* one of the Masters of the Court, that he should consider thereof, and according to the intent of the former Orders and Decrees set downe, what dammages are fit to bee allowed, and what deductions ought to be made out of the money, and make report.

28. Iun. 13. 14. M. *Wolmeridge* in the handling of this businesse, did so proportion the damages which hee allowed to the defendant, that the deductions which he also allowed vnto the Plaintiffe, tooke them all away, which hee did after this manner: Finding the value which his Lordship set vpon the Land, to be 340. pounds *per annum*, and the cleare Rent reserued vpon the Tenants Lease but 200. pounds *per annum*, he allowed by way of deduction, the ouerplus about the said 200. pounds *per annum*, according to his Lordships said rate, which was 140. pounds *per annum*, for five yeeres and a halfe, of the time that the tenant held the Land, viz. from the Plaintiffs first Decree vnto this last, which came to 770. pounds, notwithstanding the said Lease was so let, with the Plaintiffs fathers owne furtherance, at 200. pounds *per annum*, before any trust mentioned, or Suite



or Suite begun, and without Fine, vpon a racke rent, whereby it was impossible, the Defendant could euer haue this 140. pounds *per annum* thus deducted, and so the said Master *Woolueridge* so left vnto the Defendant the bare 2400. pounds, there being no colourable reason for the doing thereof, nor one word of any deduction, in any former Order, according to which, he was to haue made the same by this Reference, otherwise not.

The Defendant, notwithstanding the said Report, did moue againe for his money and damages, and obtained, that his 19. Jan. 14. Jac. 2400. pounds should be presently payd vnto him by the Plaintife, and that the matter of damages should be heard sometimes the next Terme.

The Plaintife being in contempt for nonpayment of the said 2400. pounds, according to the said Order, was thereupon attached, yet afterwards his Lordship (albeit it was parcell of his Decree, and of diuers former Orders, that the Defendant should haue damages, doeth now order, that the Defendant should haue no more money then his bare 2400. pounds, and that the Defendant and his father should be examined vpon Interrogatories, what secret estates they had made of the said Lease, and that the Plaintife might proceed to draw the Assurance, and that his Lordship would vpon the seventh of Novemberjafter, appoint when the Assurance should be perfected, and the money payd: And afterwards doeth appoint that Master *Woolueridge*, and Master *Moore* should consider of the perfecting of the Assurance, wherein *Harpleys* Lease was to be excepted, and that when the same was perfected, his Lordship would appoint when the money should be paid, and the Assurance sealed. 14. Oct. 14. Jac. 25. Jan. 14. Jac.

The proceedings after the last Lord Chancellors death.

But his Lordship died, leauing the Suite thus depending, whereupon the now Lord Chancellor was moued to heare this cause, and to giue an end therunto, being then of 12. yeeres continuance, which comming to be heard, his Lordship was informed of the aforesaid first and originall Suite, and of diuers passages therein: but by reason of the aforesaid Decree in that cause, he would not meddle therewith, but as touching this second Suite still depending, he entred into examination thereof, and heard all the proceedings, and materiall orders in the cause, and finding that after the said first Decree, the possession of the land was in May, 8. Jac. *vi* *supra*, ordered to remaine where it was before the said Decree, vntill the right of the now Defendant should be determined vpon his second Suite, which right his Lordship found not determined, according to the issue in question vpon any iudiciall hearing, nor so farre proceeded in, as to the examination of diuers witnesses, which the Defendant would haue examined: And finding also that by an agreement, made by the late Master of the Rolles, with the consent of both parties, and their Councell, the Defendant was to haue the land at 12. yeeres purchase, and had accordingly paid for the same 2400. pounds, at the least 6. yeeres before vnto the Plaintife, who had besides receiued at the least 2000. pounds, of the rent of the land, and yet kept both land and money, which was in damage to the Defendant, by the losse of his rent, and forbearance of his money, aboue 7000. pounds. And finding that this cause had receiued no full end, but by an arbitrary course, by the said Master of the Rolles, which also was contradicted by crosse orders contradictory to themselves; And finding also that there was no cause to alar the value of the land, or the said agreement made, and certified by the said M. of the Rolles. First, his Lordship gaue further day vnto the Plaintife to shew cause, wherefore the possession of the said Lease should not be established with the Defendant by Iniunction of this Court against him, or any claiming vnder him, any former order notwithstanding. 18. May. 15. Jac.

Then by the next order he dissolued a former order of the late Lord Chancellor of the 14. of October *supra*, which allowed to the Defendant but his bare 2400. pound without any damages. 20. of Mar. 15. Jac.

And afterwards vpon the aforesaid considerations, and vpon a full hearing, hee made a finall Decree for the establishing of the said Lease and possession thereof in the Defendant against the Plaintife, and all claiming from, by, or vnder him, according to the order and Certificate of the said Master of the Rolles. 26. Iunij 15. Jac.

But afterwards in contempt of the said Decree, the said Plaintife (as appeareth vpon Record in these words) presumed by sundry clamorous petitions to importune his Maiestie for a reuiue thereof, and thereupon his Maiestie searching into the state of the said cause, in his Princely Wisedome, found the said Plaintife to be rather clamorous, than any way to bee grieved, and therefore reiected his petitions, with admonition. Neuerthelesse the said Plaintife persisted in his said presumption, and great insolences, derogatorie to his Maiestie, and scandalous to the now Lord Chancellor, and to Sir *Edward Philips* Knight, late Master of the Rolles. Whereupon the said Plaintife being brought *Ore tenus* into the high Court of Starre-chamber to receiue condigne punishment for so high an offence, his Maiesties Attorney Generall informed the same Court thereof, and opened the state of the said cause, and the proceeding of the said now Lord Chancellor, which the said Court approoued, and declared the same to be iust, and imposed a seuerer sentence, and an exemplarie punishment vpon the said Plaintife for the offences wherewith he was charged, and by himselfe in person confessed at the Barre, as in and by the said sentence more at large appeareth. 29. Apr. 16. Jac.

1 So as considering first the Defendants estate in Law of this Lease which he purchased of *Thomas Fisher* for 1700. pound.

2 His repurchase thereof for 2400. pound more, which for peace sake hee paid vpon the Master of the Rolles end made by consent.

3 His owne and his fathers seuerall payments and great losses, as First, the said 1700. pound vpon his owne purchase, Secondly, the 2400. pound paid vpon the said repurchase, Thirdly, 2000. pound and vpwards of the Rent of the Land which the Plaintife receiued, Fourthly, the residue of the 1800. pounds debt of the Plaintifes fathers, more then the 2000. markes aforesaid: All which summes with the ordinary damages for the same, vnto the time of this Lord Chancellors Decree, amount to 1200. pounds and vpwards, besides the expence and charges in these Suites of 15. yeeres continuance.

4 Considering that his estate was confirmed by the Decree of this Court.

5 That the same Decree was afterwards approoued by his Maiestie, and by the Honourable Court of Star-Chamber, The Defendant for these reasons was in hope to haue enioyed his land, without further expence or trouble.

But neuerthelesse, the now Lord Chancellor hath since his said Decree, of the land vnto the said *S. Ed. Fisher*, against the said *Wrenham*, and all claiming from, by, or vnder him, according to the Master of the Rolles Order as aforesaid, and since the said sentence in Sarre-Chamber, made in approbation of the said Decree, Confirmed and Decreed diuers secret and fraudulent estates, of the greatest part of the same Land, pretended to haue beene made by the said *Wrenham* vnto his Sisters and others of his friends, whereof one beareth date within fixe dayes, and all the rest within two dayes, before the said last Lord Chancellor left his place, and which before the Defendants said Decree were neuer heard of: for *Wrenham* himselfe, after those estates so secretly made, still kept the possession of the same Land, and made Leases thereof vnto others in his owne name, and to his own vse: besides, these secret estates appeare at the best to be but mortgages made, not for any money then disbursed, but colourably for the consideration of old debts, and reckonings for wares, and such like commodities, and some of them (if they should be enioyed, would be worth aboue fouretimes the money disbursed for the same. All which said secret estates, they claime by colour of the aforesaid last Decree, made to *Wrenham*, albeit he had no such interest thereby, and therefore could not grant what hee had not in him, as appeareth by the reasons herein, both precedent and subsequent: And which is more strange, his Lordship hath since also by Order, enioyned the said Sir *Edward Fisher*, to pay vnto the said *Wrenham* wife 20. pounds a yere during her life out of the same Lands, being no partie to any of the former proceedings, or therein at all mentioned. 16. Iun. 17. Jac. 12. Feb. 18. Jac. 13. Nov. 17. Jac.

SVITE 4.

DECREES.

16. Iun. 17. Jac.

12. Feb. 18. Jac.

13. Nov. 17. Jac.

B

Thus



Thus the said Sir Edward Fisher being by this vicissitude without iust cause, or president, bereft of his money, and the greatest part of his land also, yet resting his hopes on the goodnesse of the time, which as a Iubile happeneth for the reliefe of the distressed, hath therefore preferred his Bill into the high Court of Parliament, where the said *Wrenham* taking encouragement (as it seemeth) through his impunitie, and (to gaine some good opinion by making the first complaint) did first preferre a Petition of his pretended grievances, touching part of the aforesaid proceedings, to the effect following: That vpon a Motion without a Bill preferred, to reuerse or renew the said Decrees, the now Lord Chancellor tooke away the said Land from him, (having had the possession thereof almost three yeeres) and established the same vpon the now Defendant, to the ouerthrow of the said Decrees, without iust cause, new matter, legall proceeding, or president.

Whereunto albeit a bare deniall (in respect of that herein before declared) might serue for answer, yet in further manifestation of the many falsities and vntruthes contained in his said Petition, the said Sir Edward Fisher offereth the seuerall answers, and reasons ensuing:

1 First, that which his Lordship did decree, was (as appeareth) made vpon two or three deliberate hearings, and not vpon a bare Motion, as is falsly suggested.

2 It is false, that this Motion was to reuerse the said decrees: for as vnto the first decree, the Defendant Sir Edward Fisher being no partie thereunto, and the possession of the Land being also in *May*, 8. *Iac.* ordered to remaine where it then was, notwithstanding the said decree, there was no cause, why any thing should be moued or done concerning the same.

3 As vnto the second decree, it was thereby intended, that the Plaintife should haue the possession onely of the rents, and not of the Land, as is falsly intimated that hee had: For the Defendant himselfe neuer had more then a reuerfion, the possession still going with *Harpleys* Lease, which by diuerse of the last Lord Chancelors Orders was excepted out of the assurance which was intended, that the Defendant should haue made vnto the Plaintife: so that by what meanes soeuer *Wrenham* got the possession, it appeareth, that it was neither meant to bee, nor could be given him by this decree.

4 The same decree was also abortiue, and procured vnder Seale before his due perfection, and before the Defendants right determined vpon any iudiciall hearing, and without legall proceeding vpon the issue in question.

5 It was also grounded vpon the Plaintifes owne offer, whereunto the Defendant neuer assented: for the choyce given to the Defendant, by order of the 7. of *Iuly* 12. *Iac.* was not the same which the Plaintifes offer is: neither (if it were) did the Defendant accept thereof, neither if the Defendant did accept thereof, was the Plaintife to enioy the Land by any new decree, but onely by the former, at the Defendants sufferance, as appeareth by the same Order 7. *Iulij* 12. *Iac.*

6 The Defendants were by this decree to assigne their Interest vnto the Plaintife, for that purpose, that he might enioy the same without their let or interruption, and it appeareth by the said decree it selfe, and all subsequent orders that this Assignment was not to be made by the Defendant before payment by the Plaintife, therefore it cannot be absolute, depending as it doth vpon the Defendants Assignment, and his Assignment vpon the Plaintifes payment, which as appeareth *supra*, was neuer performed.

7 It was neuer determined in what manner, nor when this Assignment should be made, nor in what manner, nor when the money should be payed by this decree, or any of the subsequent Orders.

8 Thereby also the Defendant was allowed his money with damages, but by the same hand they were afterwards tooke away, and onely his bare money allowed without damages, which could not haue beene, if the said decree had beene absolute.

9 It appeareth, that the Plaintife stood in contempt vpon an attachement for not paying the Defendant his money, according to the intent of this Decree, which being thereby by him broken, it ought not to be vnto the Defendant binding: for admitting the Plaintife would neuer haue paid this money, as it appeareth, he neuer intended: If then the Defendant should haue lost both Land and money, the intent of this Decree was so farre from Iustice or equitie, as if it had beene to doe an apparant wrong.

So as with what glasse or face of Equitie *Wrenham* presenteth his Cause. in telling his owne tale, or by any his Petitions, Bookes, or Breuiats made thereof, yet as a further meanes to bring the truth to light, the Defendant offereth, that if either any thing materiall affirmed in this whole Breuiate be in substance vntrue: or if many things contained in his said Petitions, Bookes, and Breuiats be not both scandalous and false, Hee this Defendant will (besides his damages of 12000. pounds sustained as aforesaid) yet giue him the Lands in question for nothing.

Tandem vincit Veritas.

